CONTRACT #2 RFS # 318.65-148

Department of Finance & Administration / Bureau of TennCare

VENDOR: Fox Systems, Inc.

RECEIVED



APR 1 9 2005

FISCAL REVIEW

STATE OF TENNESSEE BUREAU OF TENNCARE 729 CHURCH STREET NASHVILLE, TENNESSEE 37247-6501

April 19, 2005

Mr. Jim White, Director Fiscal Review Committee G-19 War Memorial Building Nashville, TN 37243

Attention: Leni Chick

RE: Bureau of TennCare Contract Submitted for Fiscal Review

Dear Mr. White:

The Department of Finance and Administration, Bureau of TennCare, is submitting for review by the Fiscal Review Committee amendment #6 to FA-03-15071-00, between TennCare and Fox Systems, Inc. This contractor has been assisting TennCare to oversee the activities performed by the MMIS contractor as a result of TennCare Program changes. This continued support will entail all activities as requested by the State to implement program changes through a stabilization period, including program modifications required to process recipient eligibility and benefits entitlement based on changes that may occur pursuant to required program initiatives. Critical to this process will be the review of file layouts, data elements, and programming logic modified by the vendor. This amendment, which extends the term of contract for an additional nine (9) months, will increase maximum liability to the State by \$946,920.00

We would greatly appreciate the approval of this amendment by the Fiscal Review Committee.

Sincerely,

J. D. Hickey

Deputy Commissioner

REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED	
·	
Commissioner of Finance & Administration	
Date: 4-19-05	

A REQUEST CAN NOT	ms below indicates specific info BE CONSIDERED IF INFORMAT ACH OF THE REQUIREMENTS II	ION PROVIDE	nust be individually detailed or addressed <u>as required.</u> D IS INCOMPLETE, NON-RESPONSIVE, OR DOES NOT AS REQUIRED.				
RFS# 318.65-	148						
STATE AGENCY NAME:	Department of Finance and	Administration	n, Bureau of TennCare				
SERVICE CAPTION:	CAPTION: Support Services for TCMIS						
CONTRACT#	FA-03-15071-00		PROPOSED AMENDMENT.# 6				
CONTRACTOR:	Fox Systems, Inc.						
CONTRACT START DATE		09/15/2002					
CURRENT, LATEST POSSIBLE END DATE: 06/30/2005 (including ALL options to extend)							
CURRENT MAXIMUM LIAI	BILITY:	\$3,588,404.	00				
LATEST POSSIBLE END I (including ALL options to ex	DATE <u>WITH</u> PROPOSED AME tend)	NDMENT:	03/31/2006				
TOTAL MAXIMUM COST \(\frac{1}{2}\)	<u>WITH</u> PROPOSED AMENDME ttend)	NT:	\$4,535,324.00				
APPROVAL CRITERIA : (select one)	X use of Non-Competiti	ive Negotiati	on is in the best interest of the state				
	only one uniquely qu	alified servic	e provider able to provide the service				
ADDITIONAL REQUIRED I	REQUEST DETAILS BELOW	(address ead	ch Item immediately following the requirement text)				
(1) description of the pro	posed additional service and	l amendmen	effects:				

This amendment will extend the term of the contract to allow the Contractor surwhich includes providing resources during the post-implementation period of the Additionally, they will provide assistance with document preparation and coord certification by CMS within required timeframes. The Contractor will act on believendor required as a result of TennCare Program changes. This support will exprogram changes through a stabilization period, including program modification entitlement based on changes that may occur pursuant to required program in layouts, data elements, and programming logic modified by the vendor.	ne MMIS and until the new system is certified by CMS. ination of resources in obtaining required MMIS and for TennCare to oversee the work performed by the intail all activities as requested by the State to implement as required to process recipient eligibility and benefits
(2) explanation of need for the proposed amendment :	
This amendment is brought about as a result of program changes which have system and the need to ensure that TennCare has the resources to effectively services not yet completed by Contractor which are critical to TennCare's reform	convert to the new system as well as continuation of
(3) name and address of the proposed contractor's principal owner(s): (not required if proposed contractor is a state education institution)	
Company is Employee Owned Mark Shishida, Chief Executive Officer 4110 North Scotsdale Road, Suite 343 Scottsdale, AZ 85251	
(4) documentation of OIR endorsement of the Non-Competitive procuren (required only if the subject service involves information technology)	nent request :
select one: Documentation Not Applicable to this Request	X Documentation Attached to this Request
(5) documentation of Department of Personnel endorsement of the Non- (required only if the subject service involves training for state employees)	Competitive procurement request:
selectione: X Documentation Not Applicable to this Request	Documentation Attached to this Request
(6) description of procuring agency efforts to identify reasonable, compe non-competitive negotiation :	titive, procurement alternatives rather than to use
Fox Systems, Inc. has been associated with the TCMIS project since its incept processing. This contractor is the only provider reasonable to undertake this c transition period.	ion, and involved in the writing of the RFP and its ontinued support requirement throughout this critical
(7) justification of why the F&A Commissioner should approve a Non-Co	mpetitive Amendment :
This vendor is nationally recognized and has a proven history in the TennCare continuation of intense review of test results and will ensure a clean conversion structures. The Bureau of TennCare strongly requests that this amendment is transition.	on of existing MMIS data into the new interchange data
AGENCY HEAD REQUEST SIGNATURE: (must be signed by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR — signature by an authorized signatory will be accepted only in documented exigent circumstances)	The state of the s
SIGNATURE DATE:	4-19-05
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RFS Numb	er: 3	18.65-148				Contract	Number:	FA-03	3-1507 ⁻	1-06		
State Agen	cy: D	epartment of Fir	ance and	d Administra	tion	Division: Bureau of TennCare						
:	· · · · · · · · · · · · · · · · · · ·	Contrac	tor			Contractor Identification Number						
Fox System	stems, Inc.				X V-	68012146	8 00					
				The state of	Service D	escription						<u>, i : : :</u>
Support Sei	rvices fo	r TCMIS										
		Contract Beg	in Date					Cont	ract E	nd Date		
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2003	· · · · · ·				\$9	30,440.00					\$930,44	0.00
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2005		\$403,862.00	\$1,2	211,600.00						\$1,615,462		2.00
2006		\$236,730.00	\$7	710,190.00		,		\$9		\$946,92	\$946,920.00	
							-					
Total:	<u> </u>	\$815,340.00	\$2,4	146,034.00	\$1,2	73,950.00	<u> </u>			\$4,535,324.0		
CFDA#		Department of He Title XIX	alth & Hu	man Services	5			Check	the bo	ox ONLY if t	he answer is \	/ES
		State Fiscal	Contact			ls the	e Contracto	r a SU	BRECI	PIENT? (pe	OMB A-133)	
Name:	Scott I					Is the	e Contracto	ra VE	NDOR'	? (per OMB .	A-133)	x
Address: Phone:		nurch Street ille, TN				ls the	e Fiscal Yea	r Func	ding S	FRICTLY LII	WITED?	
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FY:												
	Tota	1 \$3.589	3,404.00	\$9,	46,920.00							

AMENDMENT #6 TO CONTRACT FA-03-15071-00 BETWEEN DEPARTMENT OF FINANCE AND ADMINISTRATION BUREAU OF TENNCARE AND FOX SYSTEMS, INC.

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the State, and Fox Systems, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

- Delete Section B.1 in its entirety and insert the following in its place:
 - B.1 This Contract shall be effective for the period commencing on September 15, 2002 and ending on March 31, 2006. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- Delete Section C.1 in its entirety and insert the following in its place:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Four Million, Five Hundred Thirty-Five Thousand, Three Hundred Twenty-Four Dollars (\$4,535,324.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- 3. Delete the first paragraph of Section C.3 in its entirety and insert the following in its place. The remainder of Section C.3 remains unchanged:
 - C.3 The Contractor shall be compensated based on Service Rates in Attachment A, Attachment A.1, Attachment B.1 and Attachment C for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1 The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A, Attachment A, Attachment A.1,

Attachment B, Attachment B.1, Attachment C, Attachment D, and Attachment E and Attachment E.1.

4. Add Attachment E.1 to contract.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:	
FOX SYSTEMS, INC.:	
Mark Shishida, Chief Executive Officer	Date
Mark Offishida, Office Excodervo Office	
DEPARTMENT OF FINANCE AND ADMINISTRATION:	
M. D. Goetz, Jr., Commissioner	Date
APPROVED:	
DEPARTMENT OF FINANCE AND ADMINISTRATION:	
DEPARTMENT OF FINANCE AND ADMINISTRATION	
M. D. Goetz, Jr., Commissioner	Date
COMPTROLLER OF THE TREASURY:	
John G. Morgan, Comptroller of the Treasury	Date

Attachment E.1

TennCare Reform/Transition Implementation

		Maximum Rate/Hours	Not to Exceed Fixed
Position	Duration		Fee
Project Manager	W 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$145.00 per hr/1560 his	ree \$226,200,00
Consultants (8)	Varen sil zuud in	5/135 00 per 5/17/4 680 pris	\$631,800;004;
Centification Asst. Project.	July 1, 2005 — March 31, 2006	\$114,00 per 57,780 nrs	588,920,00
Totals	виконалиния при	4680	\$946,920.00

State Funds Federal Funds Interdepartmental Funds Fund		CON	TRACT	s U	M M A	RY	SHE	E T		
Contractor Con	RFS Number:	318.65-148			Contract	Number:	FA-03-15	071-05		
Support Services for TCMIS	\$P\$100000000000000000000000000000000000	•	·		列的特殊的	開始的主義機能				
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Contract End Date	Service Description								部的 \$1 Telegraph	
DB/15/2002 DB/30/2005 DB/	Support Services	for TCMIS								
Allotment Code Cost Center Object Code Fund Grant Grant Code Subgrant Code 318.65 112 083 11 X on STARS FY State Funds Federal Funds Interdepartmental Other Funding (Including ALL amendments) 2003 \$930,440.00 \$930,440.00 \$930,440.00 2004 \$174,748.00 \$524,244.00 \$343,510.00 \$1,042,502.00 2005 \$403,862.00 \$1,211,600.00 \$1,273,950.00 \$1,615,462.00 Total: \$578,610.00 \$1,735,844.00 \$1,273,950.00 \$3,588,404.00 Frocuring Asymoty Budget Officer Approval Signature Is the Contractor a SUBRECIPIENT? (per OMB A-133) X Brocuring Asymoty Budget Officer Approval Signature Is the Contractor's FORM W-9 ATTACHED? It is the Contractor's FORM W-9 ATTACHED?		Contract Begi	n Date				Contrac	End Date		
112 083 11	09/15/2002				06/30/20	05	1			
Procuring Agency Budget Officer Approval Signature Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify their is a balance in the part of their part of t	Allotment Code	Cost Center	Object Code	MA-W FU	nd			Grant Code	Subgrant Code	
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2005 \$403,862.00 \$1,211,600.00 \$1,735,844.00 \$1,273,950.00 \$3,588,404.00 CFDA # 93.778 Check the box ONLY if the answer is YES; State Fiscal Contact: Is the Contractor a SUBRECIPIENT? (per OMB A:133) x Name Address Phone: Is the Contractor a SUBRECIPIENT? (per OMB A:133) x Phone: Is the Contractor a SUBRECIPIENT? (per OMB A:133) x Is the Fiscal Year Funding STRICTLY LIMITED? Phone: Is the Contractor on STARS? x Is the Cont	2003	STATE OF STA	The second section is a second						\$930,440.00	
Total: \$578,610.00 \$1,735,844.00 \$1,273,950.00 \$3,588,404.00 CFDA# 93.778 State Fiscal Contact: Is the Contractor a SUBRECIPIENT? (per OMB A-133) Name: 729 Church Street Nashville, TN (615) 532-1362 Procuring Agency Budget Officer Approval Signature Base Contract Signature Is the Contractor on STARS? Is the Contractor on STARS? X Is the Contractor on STARS? Is the Contractor on STARS? Is the Contractor on STARS? X COMPLETE FOR ALL AMENDMENTS (ority) Base Contract Signature Prior Amendments ONLY Funding Certification Pursuant to T.C.A., Section 9-6-13, 1, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred. FY: 2003 \$930,440.00 FY: 2004 \$1,042,502.00 FY: 2005 \$833,847.00 \$781,615.00 DEC 2 1 2004 DEC 2 1 2004	2004	\$174,748.00	\$524,244.00	\$3	43,510.00				\$1,042,502.00	
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State Fiscal Contact Is the Contractor a SUBRECIPIENT? (per OMB A-133) Scott Pierce 729 Church Street Nashville, TN (615) 532-1362 Procuring Agency/Budget Officer Approval Signature Procuring Agency/Budget Officer Approval Signature Is the Contractor on STARS? Is the Contractor's FORM W-9 ATTACHED? Is the Contractor'	Total:	\$578,610.00	\$1,735,844.00	\$1,2	73,950.00				\$3,588,404.00	
State Fiscal Contact State Fiscal Contact Is the Contractor's SUBRECIPIENT? (per OMB A:133)	CEDA## 93.778	 		,			Check the	box ONLY if th	e answer is YES:	
Name: 729 Church Street Address Phone Resolver Approval Signature Resolver Approval S		State Fiscal C	ontact		is the	Contracto	ra SUBRE	CIPIENT? (per	DMB A-133)	
Address. Phone: T29 Church Street Nashville, TN (615) 532-1362 Is the Fiscal Year Funding STRICTLY-LIMITED?	8 8.1.m. mm. m. 4 3.8666624	Pierce	ntikan eleperati 150 mila Saribis	中国市场的	Isithe	Contracto	ra VENDO	R? (per OMB A	133) x	
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Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred. FY: 2003 \$930,440.00 FY: 2004 \$1,042,502.00 FY: 2005 \$833,847.00 \$781,615.00 FY: DEC 2 1 2004 Totals 52,806,789.00 \$781,615.00	COMPLE	TE FOR ALL AME	ENDMENTS (only)				Funding (Certification		
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DIRECTOR OF ACCOUNTS

AMENDMENT #5

TO CONTRACT FA-03-15071-00

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the State, and Fox Systems, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

- 1. Add the following as Sections A.7 and A.8:
 - A.7 The Contractor will provide the resources detailed in Attachment D during the postimplementation period of the MMIS and until the new system is certified by CMS. The Contractor will provide assistance with document preparation and coordination of resources in obtaining required MMIS certification by CMS within required time frames.
 - A.8 FOX will act on behalf of TennCare to oversee the work performed by the vendor required as a result of TennCare program changes. Additionally, Fox will provide support for TennCare program changes. This support will entail all activities as requested by the State to implement program changes through a stabilization period. This work will entail the programming modifications required to process recipient eligibility and benefits entitlement based on changes that may occur pursuant to required program initiatives. Critical to this process will be the review of file layouts, data elements, and programming logic modified by the vendor.
 - Add Attachment D as part of this Contract.
 - 3. Add Attachment E as part of this Contract.
 - 4. Delete Section C.1 in its entirety and insert the following in its place:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Three Million, Five Hundred Eighty Eight Thousand, Four Hundred and Four Dollars (\$3,588,404.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the

Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- 5. Delete the first paragraph of Section C.3 in its entirety and insert the following in its place. The remainder of Section C.3 remains unchanged:
 - C.3 The Contractor shall be compensated based on Service Rates in Attachment A, Attachment A.1, Attachment B, Attachment B.1 and Attachment C for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1 The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A, Attachment A, Attachment A.1, Attachment B, Attachment B.1, Attachment C, Attachment D, and Attachment E.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:	
FOX SYSTEMS, INC.:	
Derfy	12-08-04
Desh Ahuja, Executive Vice President	Date
DEPARTMENT OF FINANCE AND ADMINISTRATION:	
MA Cat a se	12/15/2004 Date
M. D. Goetz, Jr., Commissioner	Date
APPROVED:	
DEPARTMENT OF FINANCE AND ADMINISTRATION:	
M.D. Gots. Jr. IPW	DEC 2 1 2004
M. D. Goetz, Jr., Commissioner	Date
•	
COMPTROLLER OF THE TREASURY:	12/23/04
John G. Morgan, Comptroller of the Treasury	Date

Attachment D

Post Implementation and Additional Certification Support

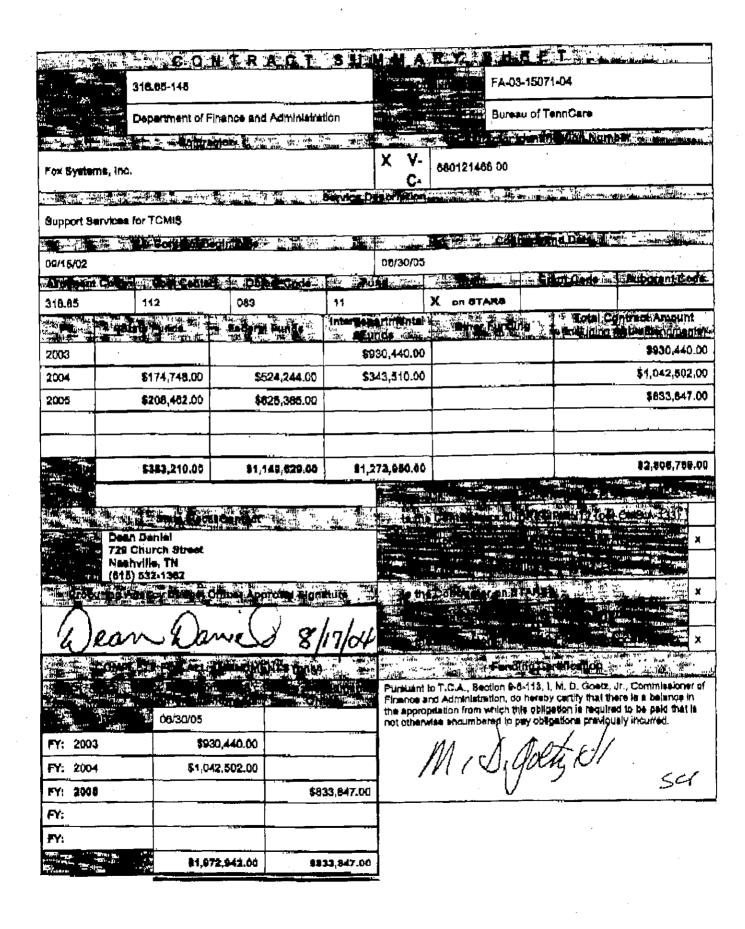
	Mary of the particular and the control of the contr	claria da practica de la companio d	STREET, CONTRACTOR OF THE PARTY	Marie Marie Company
	Task	DURATION Files	Maximum Rate/Hours	Fee !
Assistant Project	Post Implementation and Certification Support	January 1, 2005 – June 30, 2005	/ 1120 hours	\$127,680
Manager Mark Shishida	Certification Support	January 1, 2005 – June 30, 2005	\$128 per hour / 600 hours	\$ 76,800
Desh Ahuja	Certification Support	April 1, 2005 – June 30, 2005	\$128 per hour / 120 hours	\$15,360
Total Hours and Cost			1840hours	219,840

Attachment E

TennCare Reform/Transition Implementation

Position	Duration	Maximum Rate/Hours	Not to Exceed Fixed Fee
Project:Manager	AMPRIDECEMBERALS 2004 TO HE	#5325003peff	\$\$#88.500 (000) 61 ************************************
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AMENDMENT #4

TO CONTRACT FA-03-15071-00

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the State, and Fox Systems, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

- 1. Add the following as Sections A.6:
 - A.6 Between March 31, 2004 and August 9, 2004, the Contractor will conduct intense reviews of all test results and the outcome of data conversion processes to ensure a clean conversion of the existing MMIS data into the new interChange data structures. The Contractor will assist the State to ensure that the new TCMIS processes all claims, encounters, eligibility, and enrollment, and all other MMIS transactions to the satisfaction of TennCare and the Contractor.
- 2. Add Attachment A.1 as part of this Contract.
- 3. Add Attachment B.1, as part of this Contract.
- 4. Add Attachment C as part of this Contract.
- Delete Section C.1 in its entirety and insert the following in its place:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Two Million, Eight Hundred and Six Thousand, Seven Hundred and Eighty Nine Dollars (\$2,806,789.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

6. Delete the first paragraph of Section C.3 in its entirety and insert the following in its place. The remainder of Section C.3 remains unchanged:

C.3 The Contractor shall be compensated based on Service Rates in Attachment A, Attachment A.1, Attachment B, Attachment B.1 and Attachment C for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1 The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A, Attachment A, Attachment A.1, Attachment B, Attachment B.1, Attachment C.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:	
FOX SYSTEMS, INC.:	
Mark Shadhida Saption	to 14,2004
Mark Shishida, Chief Executive Officer	Date
DEPARTMENT OF FINANCE AND ADMINISTRATION: JOHN M.D. GOETZ, TR.	9/16/2004
M. D. Goetz, Jr., Commissioner	Date
APPROVED:	
DEPARTMENT OF FINANCE AND ADMINISTRATION:	
M. D. Hote G. PW	SEP 2 8 2004
M. D. Goetz, Jr., Commissioner	Date
	`
COMPTROLLER OF THE TREASURY:	9/29/04
John G. Morgan, Comptroller of the Treasury	Date

Some underwent as many as three or four reviews during this time period. Those with dates subsequent to 03/31/04The following documents represent those deliverables with reviews between October 1, 2003 and March 31, 2004. is due to work in progress that started before this date but not finished until after this date.

Attachment A.1
EXTENDED REVIEW
PAYMENT MILESTONES TCMIS DESIGN & IMPLEMENTATION SUPPORT

deliverable of comment log deliverable of date comment log date date 10/17/2003 V 11/14/2003 V 11/14/2003 V 4/11/2003 V 6/24/2003 V 6/24/2003 V 1/30/2004 V 1/2/4/2003 V 1/2/4/2004 V 1/2/2004 V 1/5/2004 V 1/5/2	Version 4		Amount Invoiced for DSD	Rate for
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\$10,000	\$5,000	\$30,000.00	\$452,330.00
See Note 0 (3)	See Note 0 (3)		
Version 1 Version 2 Version 3 Version 4	Version 1 Version 2 Version 3	Version 4	
3/13/2003 4/10/2003 7/24/2003 10/6/2003	10/10/2003 12/10/2003 12/30/2003	- I - I	
Phase III Acceptance	Phase III Conversion Plan	Subtotal for additional Plans and Results review effort	

(1) (2) Both User & Procedure Manuals and Operation manuals are invoiced to the contract items TCMIS Operations Manual and TCMIS User Manuals for the rate of \$7,250 for each phase.

(3) There was no phase III in the original contract, therefore these documents have not been billed. (4) Claims DSD was billed under 10 different contract items. Eligibility DSD was billed to 3 different items.

Billed as part of Eligibility DSD

Beneficiary Data Maintenance
Beneficiary Eligibility Verification
System
Eligibility/Enrollment

Billed as part of Claims DSD Claims Receipt and Control Claims Entry Edit and Audit Processing Adjustment Processing Claims Pricing Claims Pricing Claims Operations Management Pro-Durs Long Term Care

ATTACHMENT B 1

SCOPE OF ADDITIONAL SERVICES

The State of Tennessee has identified supplemental IV&V staffing needs in two areas for the TCMIS implementation which are proposed at a fixed price, as follows:

- 1. **UAT testers** supplement the six TCMIS Testing teams by providing three additional testers with UAT experience and MMIS subject matter expertise. These three testers will be provided through Phases 2 and 3 of UAT for a period of five and one-half months.
- 2. **Conversion management** Conversion management provide a strong and experienced MMIS conversion manager and conversion subject matter expert to review, coordinate, monitor, and oversee the EDS conversion plans, activities and deliverables, and provide feedback to State project management on those activities to ensure complete and accurate data conversion through Phase III conversion. This will require one full time resource with conversion experience until TennCare acceptance of Phase III. This resource will also coordinate with the testing teams to ensure that all interfaces comply with the TCMIS record formats.

The payment milestones are as follows:

Activity	Payment Milestone Extended Revi Payment Throt 8/31/04	
UAT Support -	State approval of Phase II Acceptance Test	ļ
Phase II	Plan, Acceptance Test Criteria, and	diciase ar sinan
	Acceptance Test Scenarios. \$231,347	.00

It is understood that FOX will deliver these services on a fixed-fee basis and that the estimates were developed with a Phase III completion date of August 31, 2004. If schedule changes result in a change to the completion date past August 31, 2004, the parties will negotiate in good faith the terms for the additional required FOX resources.

Attachment C

Project Management Support

Consultant	Tasket to	DURATION	Maximum Rate/Hours	Maximum (
Frank Matina	Project Manager	June 1, 2004 -	\$145 per hour /	\$ 50,170
		August 9, 2004	346 hours	
Total Hours and			346	\$ 50,170
Cost			,	1

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AMENDMENT #3

TO CONTRACT FA-03-15071-00

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the State, and Fox Systems, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

- Delete Section B.1 in its entirety and insert the following in its place:
 - B.1 This Contract shall be effective for the period commencing on September 15, 2002 and ending on June 30, 2005. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:	Q
FOX SYSTEMS, INC.:	
Mark Marina	CATOA
Mark Shishida, Chief Executive Officer	Date
DEPARTMENT OF FINANCE AND ADMINISTRATION:	
	6/2/04
M.O. ガェルユ か M. D. Goetz, Jr., Commissioner	Date
APPROVED:	
DEPARTMENT OF FINANCE AND ADMINISTRATION:	
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M. D. Goetz, Jr., Commissioner	Date
COMPTROLLER OF THE TREASURY:	
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John G. Morgan, Comptroller of the Treasury	Date

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AMENDMENT #2 TO CONTRACT FA-03-15071-00

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the State, and Fox Systems, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

- Delete Section A.2 in its entirety and insert the following in its place:
 - A.2. The Contractor's work shall be authorized and approved by the State Office for Information Resources for the period September 15, 2002 thru November 30, 2003. Effective December 1, 2003, the Contractor's work shall be authorized and approved by the Bureau of TennCare.
- Add the following to the end of Contract Attachment A:

Task	Description	Period of Performance	Effort	Assigned Resources	Charge
Phase 1 Interchange Impact Assessment	This assessment will define and document workload, assess skill levels needed to support automated processes and technology, define contractor and TennCare responsibilities	December 15, 2003 through March 1, 2004	720 Hours	James Henderson Jim Norred	\$104,440

- 3. Delete Attachment B, Paragraph 3 in its entirety and replace with the following:
 - 2. Conversion management provide a strong and experienced MMIS conversion manager and conversion subject matter expert to review, coordinate, monitor, and oversee the EDS conversion plans, activities and deliverables, and provide feedback to State project management on those activities to ensure complete and accurate data conversion through Phase III conversion. This will require one full time resource with conversion experience until TennCare acceptance of Phase III. This resource will also coordinate with the testing teams to ensure that all interfaces comply with the TCMIS record formats.
- 4. Delete Attachment B, Last Paragraph in its entirety and replace with the following:

It is understood that FOX will deliver these services on a fixed-fee basis and that the estimates were developed with a Phase III completion date of March 31, 2004.

If schedule changes result in a change to the completion date past March 31, 2004, the parties will negotiate in good faith the terms for the additional required FOX resources.

5. Add the following to the end of Contract Attachment B:

Took	Description	Period of Performance	Effort	Assigned Resources	Charge
Task Phase Three Conversion Management	Conversion management support to cover Phase 3 conversion activities.	December 15, 2003 through March 31, 2004.	240 Hours	John Cole	\$37,200

- 6. Delete Section C.1 in its entirety and insert the following in its place:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Million, Nine Hundred Seventy-two Thousand, Nine Hundred Forty-two Dollars (\$1,972,942.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- 9. Delete Section E.2 in its entirety and insert the following in its place:
 - E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:
Deputy Commissioner
Tennessee Department of Finance and Administration
Bureau of TennCare
729 Church Street, 5th Floor
Nashville, TN 37247
Phone: 615-741-0213
615-741-0882

The Contractor:
Charles Goldberg, Director of Consulting Services, Eastern Region
Fox Systems, Inc.
400 Perimeter Center, NE, Suite 900
Atlanta, GA 30346

Phone: 770-392-4272 Fax: 770-396-3947

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is confirmed telephonically by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:	
FOX SYSTEMS, INC.:	
Minh Alaskidi	6/2-10-03
Mark Shishida, Chief Executive Officer	Date
DEPARTMENT OF FINANCE AND ADMINISTRATION:	
MD Sala	12/13/03
M. D. Goetz, Jr., Commissioner	Date
APPROVED:	
DEPARTMENT OF FINANCE AND ADMINISTRATION:	
M.D. Goets, Jr./ust	JAN 2 6 2004
M. D. Goetz, Jr., Commissioner	Date
COMPTROLLER OF THE TREASURY:	
John G. Morgan	1/28/04
John G. Morgan, Comptroller of the Treasury	Date \

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AMENDMENT 1 TO CONTRACT FA-03-15071-00

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the State, and Fox Systems, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

- Delete Section A.1 in its entirety and insert the following in its place:
 - A.1. The Contractor shall provide support services related to the TennCare Management Information System (TCMIS). The Contractor shall coordinate and oversee all system design activities to ensure certification by the Center for Medicaid and Medicare Services (CMS). These services/milestones are listed in Attachments A and B.
- Delete Section C.1 in its entirety and insert the following in its place:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed one million, eight hundred thirty-one thousand, three hundred and two dollars (\$1,831,302.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- Delete the first paragraph of Section C.3 in its entirety and insert the following in its place. The remainder of Section C.3 remains unchanged:
 - C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates in Attachment A for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A, Attachment A, and Attachment B.
- 4. Add the following line items to the end of Contract Attachment A:

State approval of Phase II Acceptance Test Plan, Acceptance Test Criteria, \$82,780
and Acceptance Test Scenarios
TennCare Acceptance of Phase II \$124,171

State Approval of Phase III Acceptance Test Plan, Acceptance Test Criteria.	\$82,780
and Acceptance Test Scenarios	. . .
TannCare Accentance of Phase III	\$124,171
State approval of Conversion Plan, Conversion Modules, and Conversion	\$51,900
Test Results for Phase II	A
TennCare Acceptance of Phase II	\$77,850

5. Add the attached Contract Attachment B.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:		
FOX SYSTEMS, INC.:		
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Mul Showill	8-27-03	
Mark Shishkla, Chief Executive Officer	Date	
DEPARTMENT OF FINANCE AND ADMINISTRATION:		
DEPARTMENT OF FINANCE AND ADMINISTRATION		
a o Smot	8-29-03	
M. D. Gostz, Jr., Commissioner	Date	ex
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APPROVED:		
DEPARTMENT OF FINANCE AND ADMINISTRATION:	•	•
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M. D. Gostz, Jr., Commissioner	Date	
COMPTROLLER OF THE TREASURY:		
I ohn G. Morgan/ces	925-03	
John G. Morgan, Comptroller of the Tressury	Date	

ATTACHMENT B

SCOPE OF PROPOSED SERVICES

The State of Tennessee has identified supplemental IV&V staffing needs in two areas for the TCMIS implementation which are proposed at a fixed price, as follows:

- 1. UAT testers supplement the six TCMIS Testing teams by providing three additional testers with UAT experience and MMIS subject matter expertise. These three testers will be provided through Phases 2 and 3 of UAT for a period of five and one-half months (from now until the end of December 2003). If Phase III UAT requires less FOX support than initially provided, we will be willing to negotiate the scaling back of some of these resources without compromising the quality or timeliness of implementation. Given the anormity of the project and our current experience with the contractor, we suggest the more conservative approach of applying more resources upfront.
- 2. Conversion management provide a strong and experienced MMIS conversion manager and conversion subject matter expert to review, coordinate, monitor, and oversee the EDS conversion plans, activities and deliverables, and provide feedback to OIR project management on those activities to ensure complete and accurate data conversion through Phase II conversion. This will require two full time resources with conversion experience until TennCare acceptance of Phase II. These resources will also coordinate with the testing teams to ensure that all interfaces comply with the TCMIS record formats.

The payment milestones are as follows:

ALL-INCLUSIVE FEES - FIXED PRICE

		Payment
UAT Support – Phase II	State approval of Phase II Acceptance Test Plan. Acceptance Test Criteria, and Acceptance Test Scenarios.	\$82,780
-	TennCare acceptance of Phase II	\$124,171
UAT Support – Phase III	State Approval of Phase III Acceptance Test Plan, Acceptance Test Criteria, and Acceptance Test Scenarios.	\$82,780
	TennCare acceptance of Phase III	\$124,171
Conversion	State approval of Conversion Plan, Conversion Modules, and Conversion Test Results for Phase II	\$51,900
Management	TennCare acceptance of Phase II	\$77,850
Total		\$543,652

It is understood that FOX will deliver these services on a fixed-fee basis and that the estimates were developed using the current EDS TennCare Plan 6-17-03 with a Phase III completion date of late December 2003.

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PROCUREMENT METHOD REQUEST

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•	,	Commissioner of Finance & Admi	nistrati on
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		Date: AUG 2 8 2000	
	State Agency:	Finance and Administration	
RFS # 317.03-089	the Topp	:I Care Management Information System tion (IV&V)	m (MIS) Replacement
SERVICE DESCRIPTION: support services independent Ve	Hilication and validation		March 31, 2004
BEGIN DATE: September 1, 2002	END DATE (include	ding all options for term extension):	
MAXIMUM LIABILITY (including all options)	ortem extension).	\$1.4 million	
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ALTERNATIVE (attachment 1: attachment 2:	COMPETITIVE ME background informa procedures & criteri	THOD — Comptroller approval may ation & justification for an alternative parties at for contractor selection)	be required procurement method;
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APPROVAL CRITERIA:	(attachment:	quely qualified service provider ab background information & justification	
(select one)	use of Non-(attachment:	Competitive Negotiation is in the be background information & justification	est interest of the state on)
AGENCY HEAD SIGNATURE & DATE	:		HECTIVED -
PRINTED NAME, TITLE, AGENCY:	Richard Rogne	ehaugh, Deputy Commissioner, CIO	AUG 2 6 2082

RFS 317.03-089 Request, Background Information and Justification

OIR requests approval to enter into non-competitive contract negotiations with Fox Systems, Inc. for support services related to the TennCare Management Information System (TCMIS) Replacement Independent Verification and Validation (IV&V). The contract will be between the Department of Finance and Administration and Fox Systems, Inc. OIR will manage this contract on behalf of the TennCare Bureau.

The State requests approval to negotiate a two and one-half years contract with a one-year extension option. The reason for this timeframe is due to the Tennessee statute of the TennCare Reformation Act of 2002 that the Tennessee statute of the TCMIS by January 1, 2004, and the requires a full implementation of the TCMIS by January 1, 2004, and the possibility that a one-year extension might be necessary in order to possibility that a one-year extension might be necessary in order to ultimately gain the Center of Medicare and Medicaid Services' (CMS) ultimately gain the Center of Medicare and Medicaid Services (CMS) approval, if for any reason we are successful on or before January 2004.

It is in the best interests of the State of Tennessee to continue a contractual relationship with Fox Systems, Inc. Fox Systems has provided consultation to the State on the definition phases of the TCMIS Replacement project, namely the CMS directed Advanced Planning Document (APD), Joint Application Development (JAD) sessions and the Request for Proposal evaluation. Fox Systems also has extensive experience with getting systems, like the TCMIS Replacement system, certified by CMS. This certification is crucial for the operational "go live" of the enhanced functionality envisaged for the replacement project. Further the extremely short delivery schedule for the TCMIS Replacement system does not allow for competing this IV&V support services contract. Fox Systems is the only vendor with the necessary background and experience with the State of Tennessee necessary to assist the State in meeting mandated deadlines. The short schedule has been mandated by the TennCare Reformation Act of 2002 and the Health Insurance Portability and Access Act of 1996 (HIPAA) and is a driving requirement for all TCMIS Replacement project activities.

CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF FINANCE AND ADMINISTRATION AND FOX SYSTEMS, INC.

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and Fox Systems, Inc., hereinafter referred to as the "Contractor," is for the provision of support services related to the replacement of the TennCare Management Information System (TCMIS), as further defined in the "SCOPE OF SERVICES."

The Contractor is a for-profit corporation. The Contractor's address is:

4110 North Scottsdale Road Suite 345 Scottsdale, Arizona 85251

The Contractor's place of incorporation or organization is California.

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide support services related to the TennCare Management Information System (TCMIS). The Contractor shall coordinate and oversee all system design activities to ensure certification by the Center for Medicaid and Medicare Services (CMS). These services/milestones are listed in Attachment A.
- A.2. The Contractor's work shall be authorized and approved by the State Office for Information Resources.
- A.3. The Contractor shall provide the State with a full-time on-site Project Manager. Full-time is defined as a minimum of forty (40) hours of service each week. The duties of the Project Manager shall include, but are not limited to, reviewing TCMIS vendor documentation to validate and verify compliance with the implementation plan and systems specifications, providing assessment reports, focusing on the review of TCMIS vendor documents, and providing guidance to the State regarding all requirements that ultimately lead to certification by CMS.

The State shall provide office space for the Project Manager. The State shall also provide connectivity to the State's network and access to printers. The State shall not supply laptop computers, pagers, or cell phones. The Project Manager must have a laptop computer with properly configured and current virus detection and definition software. The laptop must be certified compliant by the State.

- A.4. All Contractor staff assigned to this Contract shall be subject to State approval. If staff replacement is necessary, the Contractor must replace assigned staff with equal or higher skills and experience, as approved by the State.
- A.5. The State may require services, in addition to those described in Section A.1. of this Contract, that are directly related to support for TCMIS and certification by CMS. The Contractor shall provide such services at the hourly rates set forth in Section C.3. of this Contract.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on September 15, 2002 and ending on June 30, 2004. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one (1) year and a total contract term of no more than three (3) years and ten (10) months, provided that the State notifies the Contractor in writing of its intention to do so at least thirty (30) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed one million two hundred eighty seven thousand, six hundred and fifty dollars (\$1,287,650.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates in Attachment A for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A and Attachment A.

As described in Section A.5. of this Contract, the following hourly rates shall apply only for work directly related to TCMIS support services, but not identified as a Milestone deliverable:

Service by Skill Level	Payment Rate per Hour
	\$155
Project Manager	\$175
Senior Systems Architect	\$145
Business Analyst	

The Contractor shall submit monthly invoices for project management services. Additional invoices shall be submitted for completed project milestones for the amount stipulated and shall include identification of the milestones accepted by the State including acceptance dates. When invoices reflect hourly rates, such invoices shall include the name of each individual, the

individual's job title, the number of hours worked during the period, the applicable Payment Rate, the total compensation requested for the individual, and the total amount due the Con tractor for the period invoiced. All invoices must be in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment.

The Contractor shall not be compensated for travel time to the primary location of service provision.

A "month" shall be defined as a calendar month. The Contractor should provide a minimum of 6 forty (40) hours of service each week. The Contractor shall bill only for portions of a month if the Contractor provided fewer than forty (40) hours of service each week in a calendar month. The Contractor shall not bill more than the monthly rate even if the Contractor works more than forty (40) hours in a week.

- C.4. <u>Travel Compensation</u>. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Payment of invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.7. <u>Deductions</u>. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of payments to the Contractor, under this or any other contract the Contractor shall not invoice Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. <u>STANDARD TERMS AND CONDITIONS</u>:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. <u>Modification and Amendment</u>. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contract or shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6, and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. <u>State and Federal Compliance</u>. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.17. <u>Completeness</u>. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. <u>Headings</u>. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. <u>Conflicting Terms and Conditions</u>. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:
Walter Bubba Mullen
Office for Information Resources
Suite 1900, 312 8th Avenue North
Nashville, TN 37243
615-253-2354
615-532-0471 fax

The Contractor:
Charles Goldberg, Director of Consulting Services, Eastern Region
Fox Systems, Inc.
400 Perimeter Center, NE, Suite 900
Atlanta, GA 30346
770-392-4272
770-396-3947 fax

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. State Ownership of Work Products. The State shall have all ownership right, title, and interest, including ownership of copyright, in all work products and data created, designed, developed, derived, documented, installed, or delivered to the State under this Contract. The State shall have royalty-free and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all said work products and data. The Contractor shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State law.
- E.5. <u>State Furnished Property</u>. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.6. <u>Lobbying</u>. The Contractor certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and con tracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally ap propriated funds shall certify and disclose accordingly.

- E.7. Public Funding Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor relative to this Contract shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Contractor shall be approved by the State.
- E.8. <u>Prohibited Advertising</u>. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.
- E.9. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be regulations, departmental policy, and ethical standards and federal law, state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.10. HIPAA Compliance. Contractor warrants to the State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the State in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including but not limited to business associate agreements.
- E.11. <u>Date/Time Hold Harmless</u>. As required by *Tennessee Code Annotated*, Section 12–4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.
- E.12. <u>Hold Harmless</u>. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities,

losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by **Tennessee Code Annotated**, Section 8-6-106.

- E.13. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, et. seq., the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.
- E.14. The Contractor agrees that if, for any reason, any work performed under this Contract is not eligible for ninety (90) percent reimbursement to the State from the Center for Medicaid and Medicare Services (CMS), then contract rate described in Section C.3. shall be decreased by one-half of the percentage difference between the actual reimbursement percentage and ninety (90) percent.

IN WITNESS WHEREOF:	
FOX SYSTEMS, INC.:	
Mule Shelada	9/6/02
Mark Shishida, Chief Executive Officer	Date/
DEPARTMENT OF FINANCE AND ADMINISTRATION:	
C. Waven Deelon	9-12-02
C. Warren Neel, Ph.D., Commissioner	Date
APPROVED:	
DEPARTMENT OF FINANCE AND ADMINISTRATION:	
C. Warren New PW	9-19-02
C. Warren Neel, Ph.D., Commissioner	Date
COMPTROLLER OF THE TREASURY:	10/1/02
John G. Morgan, Comptroller of the Treasury	Date

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ATTACHMENT A

NU FOTOMES	SERVICE
MILESTONES	RATES
TCMIS DESIGN & TMPLEMENTATION SUPPORT. 15, 2002 through January	\$31,134.33
Project Management Services (to be provided September 15, 2002 through January	per month
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Design & Consultation Phase	
Phase Design Facilitate Fox and State Review Quality Management Plan	\$8,750
	\$1,575
Goodinate General Systems Design (GSD) & Joint Application	Ψ1,070
Meeting with State Staff for Eligibility / Enrollment	\$1,575
Coordinate Eligibility / Enrollment GSD Walkthrough Facilitate Fox and State Review of Eligibility / Enrollment Detailed Systems Design	\$7,250
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Coordinate GSD & JAD Meeting with State Staff for Imaging & Document	\$1,575
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Coordinate CTS GSD Walkthrough With State	\$1,400 \$7,250
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	\$1,575
Coordinate GSD & JAD Meeting with State Staff for AVRS	\$1,575
Coordinate AVRS GSD Walkthrough With State Facilitate Fox and State Review of AVRS DSD	\$7,250
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Prior Authorization Processing	\$1,575
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Managed Care Coordinate GSD & JAD Meeting with State Staff for Managed Care With State	\$3,150
Coordinate GSD & SAD Messaring Walkthrough With State Coordinate Managed Care GSD Walkthrough With State	\$1,575
Facilitate Fox and State Review of Managed Care DSD	\$7,250
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Electronic Claims Capture (ECC EDI) Coordinate GSD & JAD Meeting with State Staff for ECC / EDI	\$1,575
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Facilitate Fox and State Review of Pro-DUR DSD	
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Coordinate Fraud & Abuse GSD WalkInrough With State	\$7,250
Facilitate Fox and State Review of Fraud & Abuse DSD	
Decision: Support System (ADHOG)	\$3,150
Coordinate GSD & JAD Meeting with State Staff for ADHOC	\$1,575
Coordinate ADHOC GSD Walkthrough With State	\$7,250
Facilitate Fox and State Review of ADHOC DSD	
Medicare Buy in Coordinate GSD & JAD Meeting with State Staff for Medicare Buy-In	\$1,575
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Proposal to



Supplemental Staff Resources for TCMIS IV&V

July 8, 2003



Systems, Inc.

4110 N. Scottsdale Road, Suite 345

Scottsdale, Arizona 85251 Telephone: 480-423-8184

Fax: 480-423-8108

www.foxsys.com



Table of Contents

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SCOPE OF PROPOSED SERVICES	
LEVEL OF EFFORT AND ALL-INCLUSIVE FEES.	
RESUMES	5
·	0
JAMES B. ELCO	
KATHLEEN CONNOR	1.5
KATHLEEN CONNOR	19
SANDY WOLAK	
SANDY WOLAKDAVID AUSTINJAMES HUESTIS	30
JAMES HUESTIS	33
JAMES HUESTIS BILL McDaniel	36
JACK O. ANDREWS	45
JACK O. ANDREWSFAY F. STRUBLE	48
FAY F. STRUBLE ROBIN PRATT	
ROBIN PRATT JOHN MAUER THOMAS J. WALSH	55
THOMAS J. WALSH	***************************************





SCOPE OF PROPOSED SERVICES

The State of Tennessee has identified supplemental IV&V staffing needs in two areas for the TCMIS implementation which are proposed at a fixed price, as follows:

- 1. UAT testers supplement the six TCMIS Testing teams by providing three additional testers with UAT experience and MMIS subject matter expertise. These three testers will be provided through Phases 2 and 3 of UAT for a period of five and one-half months (from now until the end of December 2003). If Phase 3 UAT requires less FOX support than initially provided, we will be willing to negotiate the scaling back of some of these resources without compromising the quality or timeliness of implementation. Given the enormity of the project and our current experience with the contractor, we suggest the more conservative approach of applying more resources upfront.
- 2. Conversion management provide a strong and experienced MMIS conversion manager and conversion subject matter expert to review, coordinate, monitor, and oversee the EDS conversion plans, activities and deliverables, and provide feedback to OIR project management on those activities through Phase 2 conversion. This will require two full time resources with conversion experience until TennCare acceptance of Phase 2. These resources will also coordinate with the testing teams to ensure that all interfaces comply with the TCMIS record formats.

3.

In the table below, we identify the supplemental staff that we are proposing to support this project. We assume that DSD review is short term and can be performed off-site with appropriate instruction and supervision by the on-site FOX team and our expert resources at FOX corporate headquarters in Arizona. The DSD review activities will be completed by July 31, 2003 (assuming a single additional verification review cycle for some of the DSDs). Many of our consultants can provide support in multiple areas in addition to the DSD reviews. We will work with OIR to assess use outside of the DSD reviews, if necessary.

Consultant	DSD Review (9 staff)	UAT Testing (3 staff)	Conversion Management (2 staff)	Organizational Change Management (3 staff)***	Availability for Task
John Cole	Х	X			Immediate
Nancy Shump	X		X		Immediate
David Austin John Huestis	X	X			Immediate 2 weeks

Supplemental Staff Resources for TCMIS IV&V **PROPOSAL**

Consultant	DSD Review (9 staff)	UAT Testing (3 staff)	Conversion Management (2 staff)	Organizational Change Management (3 staff)***	Availability for Task
Bill McDaniel	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	X			Immediate
Robert Pitvorek		X			Immediate
Fay Struble		X	X		2 weeks**
Robin Pratt	Х		Х		Immediate
Joseph Mauer			X		Immediate
Tom Walsh	-	Х	Х	X	Immediate*
Frankie Rutledge				Х	Immediate
Kay Shishida				×	Available in 2 weeks
Bruce Weydemeyer			· ·	Х	Available 50% Immediately
Susan J Fox				Х	Available 50% Immediately
TBD				X	Waiting confirmation on two additional resources

Can only be on-site 3-4 days a week 25% chance of a conflict with another project. Will get a final response in 48 hours If requested, resume for the proposed Organizational Change Management Staff will be provided within 24 hours

Page 4